



Terms & Conditions

CMA Info CC provides property information and automated valuations by way of the internet at www.cmainfo.co.za.

1. The Subscriber:

1.1 is the person/company/proprietor professionally involved in the property industry that subscribes to use the CMA Info web site at www.cmainfo.co.za.

2. The Subscription:

2.1 allows the subscriber and any of its authorised and registered subscribing employees (hereafter referred to as a user) in the same office as the subscriber, access to the cmainfo.co.za web site so as to log in and perform any of the searches, make reasonable use of all of the information and GIS maps available as well as perform CMA Valuations;

2.2 provides for access to the web site by a user who shall register with CMA Info using the Individual User Registration form. This registration will be binding on both the subscriber and the authorised user and subject to these terms and conditions and any additional conditions included on the subscriber and or Individual User Registration forms;

2.3 allows access and use by the authorised and registered user/s who are directly employed by the subscriber to the CMA Info CC web site and all its procedures;

2.4 allows for the registration of no more than 20 (twenty) users per subscription; and

2.5 is payable monthly in advance. The subscription fee shall be as per the price list which can be found on the web site at www.cmainfo.co.za and which is subject to change.

3. Additional costs:

Where the subscriber has authorised the purchase of additional information, the amount shall be calculated as per the price list which can change from time to time and which can be found on the web site at www.cmainfo.co.za. This amount shall be included and invoiced in arrears with the monthly subscription.

4. Additional Office/s:

In the event that the subscriber has an interest in more than one office irrespective of its location, then, in order to have access to the web site, the additional office/s must subscribe separately regardless of any related or intercompany ownership and whether franchised or associated in any way.

5. Additional Registered Users:

5.1 Each additional authorised and registered user shall have individual access to the CMA Info web site and the information it provides. Each additional user:

5.1.1 shall be required to be registered by an authorised person using the application procedure provided on the CMA info web site, or if not available, on the prescribed individual registration form which must be authorised by the Subscriber.

- 5.1.2 must be employed by the Subscriber **AND** physically work out of the office of the subscriber at the address provided on the Subscription form; and
- 5.1.3 will be charged to the subscribers account as per the current price list.
- 5.2 A single subscription allows for the authorised registration of up to 20 users. The subscriber may add further users by increasing the number of subscriptions. Each additional subscription will allow for a further 20 users to be registered.
- 5.3 In the event an additional user is added resulting in the total number of users exceeding 20 users, the additional subscription amount will automatically be added to the account for invoicing.
- 5.4 Cancelled users will be automatically removed from the system immediately on deactivation by the subscriber or their authorised user from which date the deactivated user will no longer have access to the system.
- 5.5 De activation of a user must be completed on the web site on or before the 25th of the month in order to avoid being debited the following month.

6. **Links on the web site**

- 6.1 The cmainfo.co.za web site may contain links to third-party web portals. CMA Info CC has no interest in such third party and is not affiliated with the third party in any way.
- 6.2 CMA Info CC does not review (nor is it under any obligation to do so) or control any third-party web portals that link to or from the cmainfo.co.za web site. CMA Info is also not responsible for the content of any third-party portal linked to or from the cmainfo.co.za web site.

7. **Contract Period:**

- 7.1 The contract concluded between the parties shall be for an initial period of 3 (three) months and continue thereafter on a monthly basis. Either the subscriber or CMA Info CC may terminate this arrangement by giving the other party one month's written notice, subject to the initial 3 (three) month period.
- 7.2 Users may be added or cancelled at any stage. Notwithstanding the aforementioned, any request for cancellation shall be subject to the provision set out in clause 5.5 above.

8. **Reconnection Fee:**

- 8.1 **Subscriber Reconnection:** where an office has been suspended for whatever reason, CMA Info CC shall reactivate the subscription on receipt of the full outstanding amount together with the reconnection fee.
- 8.2 **User Reconnection:** where a user has been locked out due to 3 or more simultaneous logins recorded in a 30 (thirty) day period, the user will be re-activated on receipt of payment of the reconnection fee.
- 8.3 The reconnection fee shall be as per CMA Info CC's most recent price list which can be found at www.cmainfo.co.za.

9. **Pricing:**

- 9.1 Pricing is determined in accordance with CMA Info CC's most recent price list which can be found at www.cmainfo.co.za.
- 9.2 The full amount shall be payable on registration of a user. No refund or part refund will be made for any user cancelled.

9.3 CMA Info CC reserves the right to amend any fee reflected in its price list at any time, subject to one month's notice which will be conveyed to the subscriber via email or fax to the address or number nominated in the subscription form.

10. Payments:

10.1 The monthly Subscription together with individual user subscriptions is payable monthly in advance.

10.2 Debit order payments for subscriptions and any other costs incurred, as set out in the price list, will run on or about the 25th of each month.

10.3 Payment of any amount/s due must be received by the 7th of the month for which it is due.

10.4 Where any amount due remains unpaid after the 7th day of the month, CMA Info CC reserves the right to deactivate the subscribing office and all its registered users without notice.

10.5 Notwithstanding the above, any allowance by CMA Info CC in allowing the subscriber and/or registered users the continued use of the web site, despite the account being in arrears, shall not constitute a waiver of its right to deactivate the account or enforce any right or remedy which CMA Info CC has in law.

11. Debit Order Instruction:

Authorisation

Abbreviated Name as Registered with the Bank – CMAINFOCC.

The signed Authorisation and Mandate refers to both the Subscription document known as the "Subscription Form" as found on www.cmainfo.co.za as well as these terms and conditions.

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned account at my/our above-mentioned Bank (or any other Bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Subscription Form for payment of the fees and additional costs as reflected in the "CMA Info Price List" which may change from time to time and which can be found on www.cmainfo.co.za. Payment shall commence from this day on and continuing until this Authority and Mandate is terminated by me/us by giving CMA Info CC notice in writing of not less than 20 (twenty) ordinary working days, as per clause 18 below.

The individual payment instructions so authorised to be issued must be issued and delivered monthly on approximately 25th day of the month. In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

Payment instructions due in December may be debited against my account approximately a week earlier than normal.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of

each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to the subscription form before the issuing of any payment instruction.

Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally.

Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Subscription. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Subscription is also ceded or assigned to that third party, but in the absence of such assignment of the Subscription this Authority and Mandate cannot be assigned to any third party.

12. Unregistered User

Where a user is found not to be directly employed by the subscriber, CMA Info shall have the right to deactivate that user with immediate effect.

13. Reporting Data:

13.1 The subscriber undertakes to update CMA Info CC with sales data, show house data and accommodation data when available. The data concerned will be data that is not sensitive to the subscriber and may already be available in other subscriptions or public data bases. The subscriber further agrees to provide CMA Info CC with historical data which may already have been provided to others. Data is to be provided on a regular basis preferably when the sale occurs or generally whilst using the CMA Info CC web site.

14. Breach by the subscriber:

14.1 Should the subscriber fail to pay any sum due and payable to CMA Info CC, or contravene any part of this agreement in any way, then CMA Info CC may elect to:

14.1.1 claim payment of the full balance outstanding in respect of the initial period, plus a further period of (1) one month in respect of notice.

14.1.2 refuse to carry out any further obligations to the subscriber suspending all access terminating this agreement forthwith and denying the subscriber further access to cmainfo.co.za or any data supplied by CMA Info CC;

14.1.3 pursue any other remedies in law so as to recover property or monies owed. The subscriber will be liable for all legal costs should CMA Info CC have to institute any legal proceedings in pursuit of the above.

15. Protection of Information:

- 15.1 The subscriber and users acknowledge that the website may reflect confidential information which may include, but is not limited to, Intellectual Property, print-outs; tables of statistics, software, applications, data collected and databases and property owner details. The subscriber and all users must therefore comply with applicable legislation and regulations which includes, but is not limited to, the Protection of Information Act 4 of 2013 and the National Credit Act 34 of 2005. The subscriber and users therefore undertake to ensure that information accessed from the website is:
- 15.1.1 processed lawfully, fairly and transparently;
 - 15.1.2 collected for a specified, explicit and lawful purpose. The information may only be used by the subscriber and user within the scope of their lawful duties;
 - 15.1.3 is only used for the purpose of identifying the property or owner thereof and may not be used for any purpose unrelated hereto;
 - 15.1.4 treated as confidential. No information accessed on the web site may be resold, disseminated or transferred to any third party or other **information provider's portal**;
 - 15.1.5 protected by implementing adequate security measures. This shall include but is not limited to, password protection, where possible the encryption of downloaded data and the storing of any hard copies thereof;
 - 15.1.6 Retained for the period necessary for the processing.

15.2 PROSPECTING

All information on this web site is provided with regards to real estate ownership and property details. Where contact Information is required, it is noted that the request is done for the sole purpose of getting contact details for a specific property owner. The search may only be done for contact purposes in the course of one's business and NOT for the purposes of electronic marketing or any other form of marketing as defined by POPI which includes emails, sms's, faxes and pre recorded automated voice marketing..

16. Fair Usage Policy (and Data Mining):

- 16.1 It is the philosophy and belief of CMA Info CC that users of this system should be free to do any research throughout the region in which they operate. In the case of the database which contains sensitive information which requires to be protected as per clause 14 above, and which is open to all users, this needs to be protected. To this end FAIR USAGE shall apply.
- 16.2 Fair Usage will be charged at the rate as reflected on the current price list which can be viewed at www.cmainfo.co.za and which may change from time to time
- 16.3 CALCULATION of FAIR USAGE. The calculation of Fair Usage takes into consideration the aggregate of the previous 3 months so as to allow for the creation of farming areas. See current price list for Fair Usage allowed.
- 16.4 CMA Info cc reserves the right and without notice, to deactivate any subscriber that CMA Info CC deems to be excessively "mining data" and/or "stripping" the system of data.
- 16.5 In the event the account is deactivated or cancelled, no refund will be made for any monies or subscriptions received.
- 16.6 The subscriber and or the registered users/s confirm that they have read, understand, and accept the DISCLAIMER which can be found at www.cmainfo.co.za.

17. Domicilium citandi et Executandi / Service Address:

17.1 For the purpose of delivery, the address, and e-mail address of the subscriber shall be that reflected on the subscription form.

17.2 The address for CMA Info CC shall be:

Physical Address: 52 Canterbury Drive, Claremont, Cape Town

E-mail: support@cmainfo.co.za

17.3 Any notice to be sent by either party shall be sent via e-mail to the relevant e-mail address provided on the subscription form or by registered post to the address referred to in clause 17.1 and 17.2 above. Proof of delivery to be made available on request by either party.

17.4 Any e-mail sent shall be deemed to have been received within 48 hours of being sent. Delivery by registered post shall be deemed to have been delivered 5 days after posting.

17.5 The subscriber must within 48 (forty eight) hours notify CMA Info CC in writing of any change of address, account details, or change in ownership of the company and or its director/members. Unless notified otherwise, access to the web site shall continue and be charged for as per the subscription.

18. Amendments to terms of trade:

Any amendment made to these conditions will apply with immediate effect to any contract that has completed its initial period as well as those contracts where the initial period has not yet been completed but where the amendments do not affect the underlying basis of the agreement.

19. General:

19.1 The subscriber agrees to the jurisdiction of the magistrate's court Wynberg, Cape Town.

19.2 This Agreement and its interpretation is subject to South African law and the Applicant consents to the exclusive jurisdiction of the South African Courts.

19.3 Any party signing this Agreement on behalf of the subscriber warrants that he or she is duly authorized and has legal capacity to execute and deliver in terms of this Agreement. The said party/parties represent and warrants that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement, binding on such party and enforceable in accordance with its terms.